

EXHIBIT C

Condensed Transcript

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

CAMBRIDGE CONSULTING
GROUP, INC.

Plaintiff,

VS.

BANK OF AMERICA, NA,

Defendant.

CASE NO.
3:11-CV-00306-0

ORAL DEPOSITION OF

NATHAN CAMP

September 20, 2011
10:06 a.m.

48 East Avenue
Austin, Texas

Reported By:
Janalyn Reeves, CSR, in and for the State of Texas



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<p style="text-align: center;">1</p> <p style="text-align: center;">IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS AUSTIN DIVISION</p> <p>CAMBRIDGE CONSULTING GROUP, INC. Plaintiff,</p> <p>VS.</p> <p>BANK OF AMERICA, NA, Defendant.</p> <p style="text-align: right;">CASE NO. 3:11-CV-00306-0</p> <p style="text-align: center;">***** ORAL DEPOSITION OF NATHAN CAMP SEPTEMBER 20, 2011 *****</p> <p>ORAL DEPOSITION OF NATHAN CAMP, produced as a witness at the instance of the Defendant, and duly sworn, was taken in the above-styled and numbered cause on September 20, 2011, from 10:06 a.m. to 1:45 p.m., before Janalyn Reeves, CSR, in and for the State of Texas, reported by machine shorthand, at the law offices of Broadus Spivey, 48 East Avenue, Austin, Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.</p>	<p style="text-align: center;">3</p> <p style="text-align: center;">INDEX</p> <p>Page</p> <p>Appearances..... 2</p> <p>EXAMINATION OF WITNESS</p> <p>By Mr. Goodman..... 4</p> <p>By Mr. Schindler..... 100</p> <p>By Mr. Goodman..... 124</p> <p>By Mr. Schindler..... 142</p> <p>By Mr. Goodman..... 143</p> <p>Witness' Signature Page..... 145</p> <p>Reporter's Certificate..... 147</p> <p>EXHIBITS</p> <p>No. Description</p> <p>72 Cambridge Consulting E-mail Search..... 9</p> <p>57 E-mail from Jane Ford..... 19</p> <p>58 E-mail from Jane Ford..... 19</p> <p>61 E-mail to Mr. Sudderth..... 20</p> <p>62 E-mail to Mr. Camp..... 20</p> <p>63 E-mail about HVAC..... 21</p> <p>64 E-mail to John Worrell..... 25</p> <p>65 Document commented on by Arcadis..... 25</p> <p>66 Part of Web Page..... 36</p> <p>67 Document about mold toxicity..... 37</p> <p>68 Lab Report From Breaker J, April 24th..... 39</p> <p>69 Mold Inspection Report..... 43</p> <p>70 Lab Report..... 49</p> <p>71 Mold Assessment Reports..... 53</p> <p>43 Asbestos At One Main Place..... 65</p> <p>45 E-mail to David Sudderth, John Worrell, and Jane..... 66</p> <p>55 Certificate of Completion..... 70</p> <p>47 Spread Sheet..... 73</p> <p>48 E-mail From to John Worrell, David, and Todd..... 83</p> <p>73 Document..... 96</p> <p>71 Photograph of Employee in Dallas at one of the HVAC Units..... 126</p>
<p style="text-align: center;">2</p> <p style="text-align: center;">APPEARANCES</p> <p>FOR THE DEFENDANT:</p> <p>Mr. Kyle Schindler FULBRIGHT & JAWORSKI L.L.P. 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201 214-855-7458</p> <p>FOR THE PLAINTIFF:</p> <p>Mr. Robert Goodman, Jr. KILGORE & KILGORE, P.L.L.C. 3109 Carlisle Street Dallas, Texas 75204 214-379-0823</p>	<p style="text-align: center;">4</p> <p style="text-align: center;">NATHAN CAMP,</p> <p>having being first duly sworn, testified as follows:</p> <p style="text-align: center;">EXAMINATION</p> <p>BY MR. GOODMAN:</p> <p>Q. Mr. Camp, could you state your full name?</p> <p>A. Nathan Camp.</p> <p>Q. And your residence address and phone number?</p> <p>A. My permanent address is 1637 Lonesome, Canyon Lake, 78133.</p> <p>Q. And your phone number in case we need to reach you?</p> <p>A. 512-744-5691. That's my cell.</p> <p>Q. How are you employed today?</p> <p>A. I'm the director of operations at Mold Inspection Sciences and also a shareholder.</p> <p>Q. That's Mold Inspection Sciences of Texas, Inc.; right?</p> <p>A. There's no "of" in there. Mold Inspections Sciences Texas, Inc.</p> <p>Q. Do I understand that company, or an affiliate, does business outside Texas as well?</p> <p>A. That's right. Yeah. An affiliate. Separate corporation.</p>

<p style="text-align: center;">13</p> <p>1 A. If I was told, I don't recall exactly. I know 2 there was a lot of wranglings going on between attorneys 3 and things like that, but I don't know who paid. 4 Q. You attended a mediation of their dispute, did 5 you not? 6 A. I attended some mediation. Again, I mean, I 7 remember, you know, there was a roofer and Don Putnam 8 and some other people there, yeah. I mean, I did see 9 some -- 10 Q. You saw representatives -- 11 A. -- some of that wrangling. 12 Q. Representatives of the bank and representatives 13 the landlord were there; correct? 14 A. Yeah. 15 Q. Neither of the Worrells were there, were they? 16 A. Like I said, I don't remember ever meeting them 17 and, I can't picture them in the room so I don't think 18 so, huh-uh. 19 Q. Okay. I'm going to switch gears for a second. 20 just so I can get past it. Did you have any involvement 21 in the One Main Place project that occurred after the 22 Austin project was initiated? 23 A. Yes. 24 Q. What was your involvement as opposed to that of 25 Ms. Alcantara and Mr. Moussavian?</p>	<p style="text-align: center;">15</p> <p>1 Q. Do you have -- do you have the license from the 2 Texas Department of Health -- that may be the old name, 3 but do you have the environmental consultant or asbestos 4 consultant? 5 A. Not asbestos. I have no asbestos license. Mold 6 assessment consultant license. 7 Q. That single license relating to mold? 8 A. That's right. 9 Q. MISTex was engaged -- when in relation to the 10 time MISTex was engaged on the Austin project was it 11 engaged on the One Main Place project in Dallas, do you 12 recall? 13 A. When -- 14 Q. When in relation to the time you first started 15 working on the Austin project, did you first start 16 working on the Dallas project? 17 A. I couldn't give you those dates. You surely have 18 that better than me. I mean, it seems like maybe 19 sometime late in the year 2009 we might have started at 20 One Main Place. I'm not sure. 21 Q. Did you have occasion to communicate with either 22 John Worrell or David Worrell about conclusions that 23 MISTex was reaching, in Austin and with respect to One 24 Main Place, the substance of reports and findings and 25 recommendations?</p>
<p style="text-align: center;">14</p> <p>1 A. Again, I'm the director of operations, so -- 2 Q. Was it a coordinating role or did you end up 3 having a substantive analytical role? 4 A. No. It was more of a coordinating role, but, I 5 mean, I would say I'm definitely the overseer of all. 6 Q. Okay. 7 A. Not that I want to be. Especially with that 8 stack of questions you have there. 9 Q. What is -- how old are you today. 10 A. How old among I? 43. 11 Q. How long have you been in the environmental 12 field? 13 A. Six years. 14 Q. And before that, generally speaking, what were 15 you in? 16 A. Sales. I mean, I've owned several businesses but 17 sales mainly. 18 Q. Do you have formal educational background in the 19 environmental area? 20 A. No. 21 Q. Have you taken courses or training since turning 22 to that business six years ago? 23 A. Yeah, a few. 24 Q. Okay. 25 A. None in the asbestos field.</p>	<p style="text-align: center;">16</p> <p>1 A. Did we talk about those things? 2 Q. Talk about them or e-mail about them? 3 A. I'm sure. 4 Q. Okay. Did you -- may I assume correctly that 5 MISTex never, and in hindsight, understated or 6 exaggerated the mold or asbestos conditions of either 7 building? 8 A. Understated or exaggerated? I would say we never 9 understate just because we are we probably follow the 10 line harder than most. 11 Q. Harder than most of your competitors? 12 A. Yeah. Just because there's a lot of liability 13 out there so we really pay attention to that, but, I 14 mean, overstating -- I'm going to just say that we would 15 be more conservative than most, so I'm not going to say 16 that we overstated, but I'm going to say that we 17 followed the -- 18 Q. You're more conservative about your conclusions. 19 A. That's right. 20 Q. When you say "than your competitors," presumably 21 you have competitors in the State of Texas? 22 A. Sure. 23 Q. Who are the top three? 24 A. I really don't even know who the top three are. 25 Q. The top one?</p>



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<p style="text-align: center;">17</p> <p>1 A. Yeah, you can't even really -- because, like, you 2 could say one in Austin, but there's different ones in 3 Dallas, different ones all over. So, I mean, we're in 4 all of the major cities. I don't know.</p> <p>5 Q. You just know from practice you make more 6 conservative assessments than other people may have 7 obtained before or after you?</p> <p>8 A. I just know that from remediation and abatement 9 contractors they seem to think that we are hard. We're 10 harder on them than other consultants. We make them 11 follow the rules.</p> <p>12 Q. Do you remember either the -- well, let me -- of 13 either of the Worrells communicating with you in such as 14 way to suggest that you either understate or exaggerate 15 any particular environmental issue?</p> <p>16 A. I don't remember any specific request or anything 17 like that. If anybody would have made a request or 18 anything like that, I would have told them what they can 19 do with it.</p> <p>20 Q. Same question as to the bank, Mr. Ratliff or 21 Mr. Sudderth?</p> <p>22 A. No.</p> <p>23 Q. These are not -- you were not a party to these, 24 but Jane was a party to these e-mails. Can you take a 25 look at those two documents -- the first the cover</p>	<p style="text-align: center;">19</p> <p>1 Main Place to you during the time she was working on 2 that project?</p> <p>3 A. Well, I mean, I think the company would have CC'd 4 on almost everything. I mean I'm not sure -- I'm 5 actually surprised there's not somebody CC'd on this 6 e-mail, you know. I'm just surprised. Very rarely do 7 we send out individual e-mails like that.</p> <p>8 Q. That was from --</p> <p>9 A. It was still sent from one of the Worrell 10 brothers or whoever to Jane.</p> <p>11 Q. And then she replied back.</p> <p>12 A. And then she replied back.</p> <p>13 Q. In other words --</p> <p>14 A. What about this document? What do you want know 15 about this?</p> <p>16 Q. Let me ask you this: In other words, frequently 17 you were copied on an e-mail relating to One Main Place 18 in addition to the Austin project, or you were an 19 addressee of it, or you addressed it with Jane?</p> <p>20 A. Correct.</p> <p>21 MR. GOODMAN: Those were Exhibits 57 and 58; 22 I should have said so.</p> <p>23 (Exhibit Nos. 57 and 58 were marked)</p> <p>24 Q. (BY MR. GOODMAN) Do you remember addressing the 25 issue in connection with One Main Place in June of 2010</p>
<p style="text-align: center;">18</p> <p>1 e-mail and the second document that was attached to 2 it -- and tell me if you have ever seen it before?</p> <p>3 MR. SCHINDLER: Bob, can I ask you a 4 question before we get going into this? I understand 5 that he's here as corporate representative; is that 6 correct? Because we can ask -- you've been asking him 7 questions in his personal capacity and that might affect 8 whether or not there's any foundation or knowledge 9 regarding documents that are coming from MISTex.</p> <p>10 MR. GOODMAN: When I'm saying "you," I mean, 11 I'll try to be -- I'll try to be more disciplined about 12 using the term "MISTex" than "you," but he is the head 13 of MISTex and so my questions really are intended to be 14 addressed to MISTex.</p> <p>15 MR. SCHINDLER: As long as all three of us 16 are working under that understanding, I'm fine with 17 that. I just want the make sure that's clear. Okay?</p> <p>18 MR. GOODMAN: I'll try to use "MISTex" 19 instead of "you," but I may fall into the "you."</p> <p>20 MR. SCHINDLER: Thank you.</p> <p>21 Q. (BY MR. GOODMAN) Did you see that before?</p> <p>22 A. I mean, I don't know if I've read this. I mean, 23 I have no idea.</p> <p>24 Q. Let me ask you a better way: Did Jane Alcantara 25 e-mail about the substance of what was going on at One</p>	<p style="text-align: center;">20</p> <p>1 that maintenance on the HVAC units should cease because 2 of the potential for physical disturbance of asbestos 3 within the units?</p> <p>4 A. I remember some of those conversations, something 5 about maintenance of the units.</p> <p>6 Q. Let me have you look at Exhibits 61 and 62 and 7 ask you if that refreshes your recollection. I think 8 there's one to which you're a party, but I haven't 9 located it yet.</p> <p>10 (Exhibit Nos. 61 and 62 were marked.)</p> <p>11 A. Okay so the question is do I remember this? I 12 remember there were some maintenance questions, you 13 know, where we thought that, you know, that maintenance 14 could disturb the ACMs.</p> <p>15 Q. Do you know if maintenance of the ACMs, 16 asbestos-containing materials, in fact, continued to 17 occur on the HVAC units at One Main Place after you 18 advised that it shouldn't continue?</p> <p>19 A. You know, I don't know what the follow-up would 20 have been, you know. I don't know -- or the 21 confirmation. I mean, I don't know -- I don't know that 22 for sure.</p> <p>23 Q. Did anybody from MISTex follow up the warning not 24 to continue to perform maintenance after the first week 25 of June 2010 to see whether it was --</p>



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<p style="text-align: center;">101</p> <p>1 bank about their lease obligation.</p> <p>2 Q. And the same with One Main Place? MIST doesn't</p> <p>3 have any role with regard to the lease obligations</p> <p>4 between landlord and tenant?</p> <p>5 A. No. Haven't had those conversations.</p> <p>6 Q. So MIST's role is purely to serve as an</p> <p>7 environmental consultant?</p> <p>8 A. Correct.</p> <p>9 Q. Which means at first MIST was brought in to</p> <p>10 assess whether there was any problems with the two</p> <p>11 buildings?</p> <p>12 A. Yeah. We were brought in as environmental</p> <p>13 consultants.</p> <p>14 Q. And then y'all did some sampling, and then you</p> <p>15 developed a remediation or abatement plan for both of</p> <p>16 the buildings?</p> <p>17 A. For both, yes.</p> <p>18 Q. But that's the extent of MIST's involvement with</p> <p>19 both of these buildings?</p> <p>20 A. Absolutely.</p> <p>21 Q. Okay.</p> <p>22 A. Again, we didn't even know why we were called to</p> <p>23 the Breaker J building except just to do a mold</p> <p>24 inspection. I mean, I didn't know -- I mean, John and</p> <p>25 David just said they worked for the bank. I did know</p>	<p style="text-align: center;">103</p> <p>1 the bank?</p> <p>2 A. Right. Cambridge or the Worrell brothers have</p> <p>3 never paid us a time.</p> <p>4 Q. Did either of the Worrell brothers ever object to</p> <p>5 the fact that the bank was -- that you were -- that the</p> <p>6 bank was paying you -- I'll start over. Did either of</p> <p>7 the Worrell brothers ever object to fact that the bank</p> <p>8 was paying you directly?</p> <p>9 A. No. I mean not at all. I mean, the Worrell</p> <p>10 brothers -- whoever was first, that I first talked to</p> <p>11 about this project, you know, again, he didn't really</p> <p>12 identify what his position was with the bank. I just</p> <p>13 remember that distinctly, going, what is this deal? You</p> <p>14 know. And it was odd because he said, "No. Don't</p> <p>15 worry. The bank will pay you. The bank will pay you,"</p> <p>16 you know.</p> <p>17 Q. So they did -- neither of the Worrell brothers</p> <p>18 had any objection those bank paying you directly?</p> <p>19 A. Oh, no. That was initially established from the</p> <p>20 very first.</p> <p>21 Q. That was the plan from the get-go?</p> <p>22 A. Absolutely.</p> <p>23 Q. Did either of the Worrell brothers ever object to</p> <p>24 you having discussions with bank employees such as Mr.</p> <p>25 Ratliff and Mr. Sudderth?</p>
<p style="text-align: center;">102</p> <p>1 they weren't even direct employees of the bank for weeks</p> <p>2 or months into the project.</p> <p>3 Q. So the Worrell brothers contacted you first on</p> <p>4 behalf of the bank?</p> <p>5 A. I'm pretty sure that's how it happened. I think</p> <p>6 that was first call.</p> <p>7 MR. GOODMAN: Objection. I'm sorry. I</p> <p>8 didn't hear your answer.</p> <p>9 A. I think that was the first call. It was from one</p> <p>10 of the Worrell brothers.</p> <p>11 Q. (BY MR. SCHINDLER) During the process you</p> <p>12 interacted with both the Worrell brothers and direct</p> <p>13 employees for the bank?</p> <p>14 A. During that time?</p> <p>15 Q. Yes.</p> <p>16 A. Yeah. Yeah. Very soon after -- as soon as --</p> <p>17 before we even did the first inspection, we got</p> <p>18 agreements signed by the bank. We were working for the</p> <p>19 bank.</p> <p>20 Q. You had a direct agreement with the bank?</p> <p>21 A. Yes.</p> <p>22 Q. And you stated earlier that the bank was paying</p> <p>23 for all your services?</p> <p>24 A. Right.</p> <p>25 Q. And you were submitted your invoices directly to</p>	<p style="text-align: center;">104</p> <p>1 A. No.</p> <p>2 Q. Did they ever object to you having direct</p> <p>3 discussions with Arcadis?</p> <p>4 A. No, I don't think so.</p> <p>5 Q. And you considered the bank your client?</p> <p>6 A. Yeah. The bank was always our client, yeah.</p> <p>7 Q. Now, this was touched on earlier, but I just like</p> <p>8 to get a little more detail: First of all, would you</p> <p>9 say that MIST is an ethical company?</p> <p>10 A. Yes. Absolutely.</p> <p>11 Q. In fact, you stated earlier that you considered</p> <p>12 MIST to be, I guess, would it be fair to say over</p> <p>13 cautious when it comes to environmental recommendations?</p> <p>14 MR. GOODMAN: Objection. Asked and</p> <p>15 answered.</p> <p>16 A. Yes.</p> <p>17 Q. (BY MR. SCHINDLER) And the employees that do</p> <p>18 consulting for you, they all have licenses; correct?</p> <p>19 A. Correct.</p> <p>20 Q. And would any of your employees sign their name</p> <p>21 to a report or a remediation or abatement plan that</p> <p>22 wasn't in compliance with regulations or rules?</p> <p>23 A. Not knowingly.</p> <p>24 Q. And would anyone at MIST ever cover up a problem</p> <p>25 at the request of the client?</p>



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<p style="text-align: center;">105</p> <p>1 A. No. Absolutely not.</p> <p>2 Q. And would anyone at MIST ever take any action</p> <p>3 that would put their own licenses at risk on behalf of</p> <p>4 the client?</p> <p>5 A. Absolutely not knowingly.</p> <p>6 Q. And you each never reported the bank to OSHA or</p> <p>7 Texas State Department of Health Services for anything</p> <p>8 with regard to Breaker J or One Main Place, have you?</p> <p>9 A. No.</p> <p>10 Q. And you've never observed anything that would be</p> <p>11 reportable to any regulatory agency?</p> <p>12 MR. GOODMAN: Object. Lack of foundation.</p> <p>13 A. No.</p> <p>14 Q. (BY MR. SCHINDLER) Has the bank ever told MIST</p> <p>15 to cover anything up?</p> <p>16 A. No.</p> <p>17 Q. Has the bank ever taken any action with regard to</p> <p>18 Breaker J or One Main Place that MIST would consider</p> <p>19 unethical?</p> <p>20 A. No.</p> <p>21 Q. Has the bank ever done or said anything that</p> <p>22 caused you concern regarding Breaker J or One Main</p> <p>23 Place?</p> <p>24 MR. GOODMAN: Objection. Vague.</p> <p>25 A. Concern?</p>	<p style="text-align: center;">107</p> <p>1 Q. What is your basis of placing that trust in</p> <p>2 Mr. Moussavian?</p> <p>3 A. Experience, his reputation. He has a reputation</p> <p>4 for, you know, being as aboveboard as possible. Just</p> <p>5 extremely ethical. And, you know, just his work ethic</p> <p>6 completely.</p> <p>7 Q. Would you consider him a very detail oriented</p> <p>8 person?</p> <p>9 A. Extremely.</p> <p>10 Q. And that's beneficial in an industry like that</p> <p>11 that requires compliance with rules and regulations?</p> <p>12 A. Essential.</p> <p>13 Q. Okay. And MIST ultimately agreed upon a scope of</p> <p>14 abatement for One Main Place; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And, in fact, Mr. Moussavian was the person who</p> <p>17 authored that scope?</p> <p>18 A. Yes.</p> <p>19 Q. And there was some disagreement with the</p> <p>20 landlord's consultant, Sigma, over the extent of the</p> <p>21 abatement; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. It required a fairly lengthy negotiation process?</p> <p>24 A. Absolutely.</p> <p>25 Q. Is that pretty common in this industry?</p>
<p style="text-align: center;">106</p> <p>1 Q. (BY MR. SCHINDLER) That caused you concern for</p> <p>2 the health and welfare of their employees?</p> <p>3 A. No.</p> <p>4 MR. SCHINDLER: Objection. Asked and</p> <p>5 answered.</p> <p>6 Q. (BY MR. SCHINDLER) So it's safe to presume that</p> <p>7 anything that MIST prepared on behalf of the bank would</p> <p>8 be, in MIST's knowledge, accurate and truthful?</p> <p>9 A. Yes.</p> <p>10 Q. And that anything that MIST prepared or signed</p> <p>11 off on behalf of the bank as far as a plan or scope of</p> <p>12 remediation or abatement would be a plan or scope that</p> <p>13 is in compliance with all rules and regulations?</p> <p>14 A. Yes.</p> <p>15 Q. And that is it fair to say that any oversight</p> <p>16 that a MIST employee had over a contractor during an</p> <p>17 abatement or remediation process would be in compliance</p> <p>18 with all rules and regulations?</p> <p>19 A. With as much control as we have, yes.</p> <p>20 Q. Right. And Mr. Moussavian has been doing</p> <p>21 oversight on the abatement process at One Main Place; is</p> <p>22 that correct?</p> <p>23 A. Correct.</p> <p>24 Q. Do you place a lot of trust in Mr. Moussavian?</p> <p>25 A. Absolutely.</p>	<p style="text-align: center;">108</p> <p>1 A. It is. I mean it's common with schools. It's</p> <p>2 common with everyone. This industry is common.</p> <p>3 Q. It's how business often gets done in the</p> <p>4 environmental consulting industry?</p> <p>5 MR. GOODMAN: Objection. Leading.</p> <p>6 Q. (BY MR. SCHINDLER) Is it common that that's how</p> <p>7 business is done in the environmental consulting</p> <p>8 industry?</p> <p>9 A. Yeah. I mean, it's just these projects -- you</p> <p>10 know, we write specs and sometimes it's a year before</p> <p>11 the job gets started.</p> <p>12 Q. And eventually at One Main Place the -- it was</p> <p>13 discussed earlier that the agreed upon scope of</p> <p>14 abatement was what was considered a partial abatement;</p> <p>15 is that correct?</p> <p>16 A. It could be considered partial, sure.</p> <p>17 Q. In the sense that not all of the ACMs in those</p> <p>18 four --</p> <p>19 A. Right. Not the entire building was gutted to</p> <p>20 remove all ACMs.</p> <p>21 Q. And you said that's a fairly common practice and</p> <p>22 procedure in your industry as well; is that correct?</p> <p>23 A. Extremely common, yes.</p> <p>24 Q. And is it a fair characterization that in this</p> <p>25 instance the primary concern was with abating what was</p>



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<p style="text-align: center;">109</p> <p>1 seen as the riskiest ACMs on the bank's floors?</p> <p>2 A. Yeah, the essential -- you know, again, some of</p> <p>3 the things that are being abated now or have been abated</p> <p>4 weren't necessary. They could have even argued further.</p> <p>5 But, you know, we felt that the ones that were critical</p> <p>6 are the ones that we needed to make sure got abated, and</p> <p>7 they're being done.</p> <p>8 Q. And so it's now your testimony that you're even</p> <p>9 abating above and beyond what MIST would consider</p> <p>10 absolutely critical?</p> <p>11 MR. GOODMAN: Objection. Leading.</p> <p>12 A. Well, I mean, that's kind of what I just said. I</p> <p>13 mean, basically, yes. You know, the curtain wall, the</p> <p>14 mastic on the curtain walls, you know, is definitely not</p> <p>15 friable even though somewhat -- some of it was damaged</p> <p>16 but it's definitely not friable. It's very unlikely</p> <p>17 that it would get that way.</p> <p>18 Q. (BY MR. SCHINDLER) And so does that deal with</p> <p>19 the actual type of material as opposed to its location?</p> <p>20 A. Type of material on that is much as anything.</p> <p>21 You know, just because a non friable material is</p> <p>22 considered, you know, a much less of a risk anyway.</p> <p>23 It's a gluelike -- it's a gluelike material so that</p> <p>24 fiber is not going to be released very easily unless you</p> <p>25 started sanding it.</p>	<p style="text-align: center;">111</p> <p>1 Q. So kill more than one bird with the same stone?</p> <p>2 A. Exactly. Which is the same reason why the</p> <p>3 curtain wall insulation behind the units -- we said,</p> <p>4 "Well, you should go ahead and do that."</p> <p>5 And they went ahead and agreed to that because</p> <p>6 you've got to remove the unit anyway. There was some of</p> <p>7 that we showed was damaged, so we said, "Okay. Well,</p> <p>8 we're going to be removing those units. It exposes all</p> <p>9 that insulation, so let's go ahead and do it."</p> <p>10 Q. So this recommendation for these additional ACMs,</p> <p>11 is that an example of MIST being -- I don't remember</p> <p>12 your exact words -- but being sort of a stricter</p> <p>13 environmental consultant than some others in the</p> <p>14 business?</p> <p>15 MR. GOODMAN: Objection. Leading. Asked</p> <p>16 and answered.</p> <p>17 A. You know, I would say that we are, again,</p> <p>18 conservative in our approach and thorough, you know. We</p> <p>19 want to be thorough. And it makes the most sense</p> <p>20 financially even for the landlord having to pay for it</p> <p>21 because it's already being done at that time. So, you</p> <p>22 know, it makes the most sense for everybody. But that</p> <p>23 stuff literally could sit there for years and not need</p> <p>24 to be abated.</p> <p>25 Q. (BY MR. SCHINDLER) Okay. Now, I would like to</p>
<p style="text-align: center;">110</p> <p>1 Q. And the decision to abate the ACMs that are</p> <p>2 closest to the HVAC units relates to the fact that those</p> <p>3 are the -- that is the riskiest location to have ACMs in</p> <p>4 those floors?</p> <p>5 A. The potential for disturbance was the highest</p> <p>6 there.</p> <p>7 Q. And what is the potential for disturbance by</p> <p>8 having ACM near the HVAC unit?</p> <p>9 A. Vibrations, air flow, basically. Vibrations and</p> <p>10 air flow.</p> <p>11 Q. And you mentioned earlier that you recommended an</p> <p>12 abatement of some additional materials that are not, in</p> <p>13 fact, being abated that were above the ceiling; is that</p> <p>14 correct?</p> <p>15 A. Correct.</p> <p>16 Q. And you made reference to the fact that because</p> <p>17 there was a containment area already. Could you explain</p> <p>18 what you were saying about that?</p> <p>19 A. Yeah. There wasn't already a containment, but</p> <p>20 during the HVAC abatement, there would be a containment</p> <p>21 there, you know, along that entire exterior perimeter</p> <p>22 wall where this curtain wall insulation was.</p> <p>23 So our contention was that if you are going to</p> <p>24 put up containment there, then you go ahead and remove</p> <p>25 that stuff up there.</p>	<p style="text-align: center;">112</p> <p>1 talk about Breaker J for just a little bit.</p> <p>2 Specifically, the mediation that you attended. I know</p> <p>3 that's been touched on already. Did you participate in</p> <p>4 any conversations prior to the mediation regarding</p> <p>5 strategy for the mediation?</p> <p>6 A. It seems some meeting we, you know, talked before</p> <p>7 the meeting. But I don't remember discussing any</p> <p>8 particular strategy.</p> <p>9 Q. Did you -- sorry. Go ahead.</p> <p>10 A. I don't remember discussing any strategy.</p> <p>11 Except, you know, I remember we talked about, you know,</p> <p>12 letting the other contractors, you know, speak and, you</p> <p>13 know, put out there what they were planning on doing or</p> <p>14 what they had found or whatever, you know. Just</p> <p>15 allowing that to happen, you know.</p> <p>16 Q. And during this mediation did MIST have any role</p> <p>17 beyond commenting on the environmental issues?</p> <p>18 A. No.</p> <p>19 Q. Because you didn't have any role in discussing --</p> <p>20 A. The roof, like we talked about, the roof but that</p> <p>21 was kind of environmental because the roof leaks were</p> <p>22 causing our problems.</p> <p>23 Q. Okay. And at the mediation did all of the</p> <p>24 parties start out in the same room during the mediation</p> <p>25 with the landlord's side and the bank's side?</p>



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1 A. Yeah. I think we were all there. I don't think
2 there was any side meetings or anything.
3 Q. And at that point, both sides had, I guess --
4 A. Their own representatives.
5 Q. Their own representatives. And both sides had
6 their own environmental consultants?
7 A. Yeah.
8 Q. And did you ever break out into a separate room
9 with Mr. Sudderth?
10 A. I don't think so.
11 Q. Okay. Do you ever remember Mr. Sudderth's
12 commenting that after the mediation that he thought that
13 the environmental issues had been overblown or words to
14 that effect?
15 A. I don't remember any specifics comments. I don't
16 remember that.
17 Q. Do you ever remember whether or not Mr. Sudderth
18 was upset in any sort of way during or after the
19 mediation?
20 A. I don't remember any emotions between -- from
21 anybody particularly.
22 Q. Okay. But it was clear to you during the
23 mediation that the landlord at the Breaker J building
24 was not going to let the bank out of their lease?
25 A. I mean, the landlord -- I just remember the

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1 landlord trying to bring it back, you know, several
2 times. "Let's just get back to, you know, what we need
3 to" kind of thing. And it's just like, seemed to want
4 to -- the landlord's -- I think the landlord had counsel
5 there, too. I think there was an attorney there for the
6 landlord there. Is that true? Does anybody know?
7 MR. GOODMAN: If it would have been, his
8 name was Deech (phonetic).
9 A. Deech. Yeah. So the landlord had an attorney
10 there and I remember him going, "Oh, let's just calm
11 down. We are going to do what y'all want us to do.
12 We're going to fix this."
13 That's what they said.
14 Q. (BY MR. SCHINDLER) And ultimately they did fix
15 it?
16 A. Yeah. Everything that we found they fixed.
17 Q. And you oversaw the remediation of the mold by
18 the contractor?
19 A. We tested it in tandem with their -- like, their
20 consultant would call us and say, "We're ready," and we
21 would go at the same time.
22 So I would say we oversaw it in tandem with them.
23 Q. So both sides' consultants oversaw the --
24 A. Yeah. And our results, even -- one of the times
25 our results showed -- showed that it wasn't clear and

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1 their results showed that it was clear, and we made them
2 retest it.
3 Q. When the remediation was finished, you were
4 satisfied with the results were clear at that point?
5 A. Yeah. I don't remember our final report. Y'all
6 would have that, but I think everything got done.
7 Q. And between the time when you began working for
8 the bank and the remediation began, no one occupied that
9 building; is that correct?
10 A. No. No occupants. Not that I know of.
11 Q. So to the extent that mold does pose a risk, no
12 one was being put at risk during that time period?
13 A. No. We never -- I think that one sample in that
14 triangle room was the only ambient air sample that we
15 ever got that was elevated, anyway.
16 But we just kept contending that there was a risk
17 there. So nobody -- I don't think anybody was ever at
18 risk.
19 Q. And now that it has been remediated, now the
20 building is in a good condition to be occupied again?
21 A. It should be fine. We tested it even after the
22 fact --
23 Q. Okay.
24 A. -- and everything came back good.
25 Q. Now, you stated earlier with regards to, I can't

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1 remember which building, but that air quality was the
2 most important factor in determining risk to occupants
3 in buildings. Am I properly characterizing what you
4 said?
5 A. I mean, I would say something like that, so I'm
6 not sure what, you know, what we were talking about
7 specifically. But air quality would be most important.
8 Because before we were talking the mold and I was
9 talking about it doesn't matter what's really in that
10 wall; it matters whether or not that's in our air.
11 Q. And it's your belief that at One Main Place that
12 there wasn't any airborne asbestos?
13 MR. GOODMAN: Objection. Leading. Asked
14 and answered.
15 A. You know, again, when I was asked that question
16 about, you know, airborne asbestos, you know, I asked
17 Jane, Kourosh, everybody, you know, do you really think
18 that the air samples would show elevated levels? Nobody
19 really believed that we would get elevated levels. We
20 didn't believe that.
21 Q. (BY MR. SCHINDLER) Okay. And as a part of the
22 abatement process that's going on at One Main Place,
23 MIST does air testing both before and after each of the
24 floors are abated; is that correct?
25 A. Yeah. We take baseline samples before the



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<p style="text-align: center;">121</p> <p>1 purposes, sure.</p> <p>2 Q. And so the landlord has the incentive to minimize</p> <p>3 the problems that are in the building if the --</p> <p>4 A. And costs.</p> <p>5 Q. And the costs of the abatement; is that correct?</p> <p>6 A. Yeah.</p> <p>7 Q. Okay. But the tenant, on the other hand, has the</p> <p>8 incentive to get as much abatement as possible from the</p> <p>9 landlord.</p> <p>10 A. They want everything to be perfect. That's --</p> <p>11 why not?</p> <p>12 Q. And the tenant does have been any even incentive</p> <p>13 to minimize the potential health risk in its own</p> <p>14 building when negotiating with the landlord.</p> <p>15 MR. GOODMAN: Objection. Form.</p> <p>16 Q. (BY MR. SCHINDLER) And you don't think that the</p> <p>17 bank ever minimized the risk during this process at One</p> <p>18 Main Place?</p> <p>19 MR. GOODMAN: Objection. Leading.</p> <p>20 A. I mean, we never felt that the bank was -- we</p> <p>21 never felt that it was -- you know, something wasn't</p> <p>22 being done that was critical. We never, you know, took</p> <p>23 that position.</p> <p>24 MR. GOODMAN: Objection. Lack of</p> <p>25 responsiveness.</p>	<p style="text-align: center;">123</p> <p>1 the project in January and I know that they were out of</p> <p>2 the picture, you know, before that project started.</p> <p>3 Q. And did you ever speak with the Worrells about</p> <p>4 why they were no longer involved with the project?</p> <p>5 A. No, I don't think they ever told me.</p> <p>6 Q. Did anyone else ever talk to you about why the</p> <p>7 Worrells were not involved in the project anymore?</p> <p>8 A. No. I mean, we got a call from legal and they</p> <p>9 just said that, you know, our confidentiality, you know,</p> <p>10 was with the bank and that we were not to CC or, you</p> <p>11 know, discuss bank relations -- bank job or whatever</p> <p>12 with the Worrell brothers. And even at this time they</p> <p>13 didn't say Cambridge Consulting, by the way.</p> <p>14 Q. So then the final scope of abatement that was</p> <p>15 ultimately agreed upon was signed and agreed upon after</p> <p>16 the Worrell brothers were no longer in the picture?</p> <p>17 A. Yeah. Yeah. Because there was -- we were still</p> <p>18 negotiating even pretty much up to the last minute</p> <p>19 because we were doing revisions on the scope for, you</p> <p>20 know, for weeks.</p> <p>21 Q. And the entire abatement process has taken place</p> <p>22 after the Worrell brothers were no longer involved?</p> <p>23 A. Right.</p> <p>24 MR. SCHINDLER: Pass the witness.</p> <p>25 EXAMINATION</p>
<p style="text-align: center;">122</p> <p>1 Q. (BY MR. SCHINDLER) And if something had been</p> <p>2 going on that -- I'm sorry, you said that you never felt</p> <p>3 that anything was being done that was critical; right?</p> <p>4 A. Yeah. I mean, I never had that opinion. That</p> <p>5 there was something critical that wasn't being done that</p> <p>6 needed to be done.</p> <p>7 Q. And if something critical was not being done, in</p> <p>8 fact, MIST would have made sure that it got done; is</p> <p>9 that correct?</p> <p>10 MR. GOODMAN: Same objection.</p> <p>11 A. We would have. We definitely would have put out</p> <p>12 e-mails or, you know, notified people or done whatever</p> <p>13 we needed to do. I mean, that's what we would have</p> <p>14 done.</p> <p>15 Q. (BY MR. SCHINDLER) One last set of questions:</p> <p>16 You mentioned that at some point the Worrells were no</p> <p>17 longer involved with discussions at One Main Place;</p> <p>18 correct?</p> <p>19 A. Right.</p> <p>20 Q. Do you remember when that was, if you can?</p> <p>21 A. I'm going to say that it was sometime at the very</p> <p>22 beginning of January.</p> <p>23 Q. Do you have any idea --</p> <p>24 A. The only reason why I say that, just so you know</p> <p>25 what I'm basing that on, is because I know we started</p>	<p style="text-align: center;">124</p> <p>1 BY MR. GOODMAN:</p> <p>2 Q. Other than the conversation where the bank told</p> <p>3 you not to communicate with the Worrells anymore, did</p> <p>4 you ever have direct discussions with bank</p> <p>5 representatives?</p> <p>6 A. They didn't actually tell me not to communicate</p> <p>7 with the Worrells, by the way. They actually said, "If</p> <p>8 you have other dealings with the Worrell brothers that's</p> <p>9 fine. But you're not to discuss bank stuff with them."</p> <p>10 Just to clarify that.</p> <p>11 Q. Did you ever -- other than that communication,</p> <p>12 did you ever have any direct discussions with bank</p> <p>13 representatives or Arcadis about the Worrells or</p> <p>14 Cambridge?</p> <p>15 A. Uh-huh.</p> <p>16 Q. No?</p> <p>17 A. No. Oh, no. I mean, I did have -- when I got</p> <p>18 the subpoena I called --</p> <p>19 Q. I'm talking about before the litigation?</p> <p>20 A. No. No. No. When I got the subpoena, that's</p> <p>21 all I can talk about.</p> <p>22 Q. Did you -- do you have any reason to believe that</p> <p>23 the bank was disappointed in your explanation of</p> <p>24 environmental issues at the mediation?</p> <p>25 A. No. I don't think so.</p>

<p>141</p> <p>1 or the landlord. So it all came down to that, you know,</p> <p>2 "Well, we'll do this because you or going to do that.</p> <p>3 We'll do this because you or going to do that."</p> <p>4 Q. Were you aware that the bank gave notice of a</p> <p>5 default to the landlord in Dallas in connection with</p> <p>6 the -- in connection with the One Main Place lease?</p> <p>7 A. I don't know -- I don't remember or recall any</p> <p>8 default notice or anything like that.</p> <p>9 Q. Why, in your understanding based on MISTex being</p> <p>10 involved in these projects, did the bank agree to</p> <p>11 abatement and remediation rather than use the serious</p> <p>12 environmental issues presented by the mold and asbestos</p> <p>13 to reduce or remove their obligations on their leases?</p> <p>14 MR. SCHINDLER: Objection. Calls for</p> <p>15 speculation.</p> <p>16 A. Yeah and I think I've answered this already. I</p> <p>17 don't -- you know, I don't know for sure. And I wasn't</p> <p>18 privy to One Main Place negotiations at all as far as</p> <p>19 that goes, you know. I don't -- all I know is from, you</p> <p>20 know, from John it seemed to me that, you know, the</p> <p>21 landlord didn't want to give up the leases and that --</p> <p>22 Q. (BY MR. GOODMAN) Did --</p> <p>23 A. That was -- but again, you know, we did try the</p> <p>24 stay out of that part of this job, you know. It wasn't</p> <p>25 our job.</p>	<p>143</p> <p>1 else is already being paid. I mean the landlord is</p> <p>2 paying their own consultant, but they are paying us to</p> <p>3 oversee that consultant. We're talking hundreds of</p> <p>4 thousands of dollars.</p> <p>5 Q. (BY MR. SCHINDLER) Did safety win out in this</p> <p>6 case?</p> <p>7 A. I think -- yeah, I think safety won out, because</p> <p>8 if safety didn't win out, then who cares if the landlord</p> <p>9 is doing the right job? But I think bank is taking the</p> <p>10 safest route by having us oversee their work. I mean,</p> <p>11 you know, spending another 300 grand at least just to</p> <p>12 have that done with the safe route.</p> <p>13 MR. SCHINDLER: That's all I have. Thanks.</p> <p>14 EXAMINATION</p> <p>15 BY MR. GOODMAN:</p> <p>16 Q. That's the approximate amount of your fees for</p> <p>17 overseeing the abatement?</p> <p>18 A. Yeah. That's obviously -- maybe I shouldn't even</p> <p>19 have said that.</p> <p>20 Q. I think we had some indication of it, but</p> <p>21 that's --</p> <p>22 A. It's approximately \$250, but Arcadis -- we are</p> <p>23 subcontracting under Arcadis. You probably know that</p> <p>24 already, and, obviously, they're going take make a</p> <p>25 percentage on top of our fees.</p>
<p>142</p> <p>1 Q. Did the bank wimp out? If you know.</p> <p>2 A. Yeah, I have no idea.</p> <p>3 Q. Okay.</p> <p>4 MR. GOODMAN: Nothing further.</p> <p>5 EXAMINATION</p> <p>6 BY MR. SCHINDLER:</p> <p>7 Q. Just a couple more questions and we'll let you</p> <p>8 out of here.</p> <p>9 A. All right.</p> <p>10 Q. The bank and the landlord at One Main Place --</p> <p>11 were they on the same side in this situation? In the</p> <p>12 negotiation?</p> <p>13 A. The bank and the landlord?</p> <p>14 Q. Mr. Goodman was asking you whether or not the</p> <p>15 tenant and the landlord ever end up on the same side of</p> <p>16 not wanting to do it?</p> <p>17 A. No they are never on the same side. They are</p> <p>18 still not on the same side at all.</p> <p>19 Q. And, in fact, the negotiations went down to the</p> <p>20 very last minute before the scope was agreed upon?</p> <p>21 A. We seem to be negotiating every day.</p> <p>22 MR. GOODMAN: Objection.</p> <p>23 A. It truly, you know, this is one of those things.</p> <p>24 This has cost the bank a lot of money, too. I mean, the</p> <p>25 bank is paying us to oversee the project where somebody</p>	<p>144</p> <p>1 Q. Okay.</p> <p>2 MR. GOODMAN: Thank you.</p> <p>3 (Deposition concluded.)</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>



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1 CHANGES AND SIGNATURE

2 NATHAN CAMP

3 SEPTEMBER 20, 2011

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7 I, NATHAN CAMP, have read the foregoing

8 deposition and hereby affix my signature that same is

9 true and correct, except as noted above.

10 _____

11 NATHAN CAMP

12 THE STATE OF _____)

13 COUNTY OF _____)

14 Before me, _____, on this day

15 personally appeared NATHAN CAMP, known to me (or proved

16 to me under oath or through _____)

17 (description of identity card or other document) to be

18 the person whose name is subscribed to the foregoing

19 instrument and acknowledged to me that they executed the

20 same for the purposes and consideration therein

21 expressed.

22 Given under my hand and seal of office this

23 _____ day of _____, 2011.

24 _____

25 NOTARY PUBLIC IN AND FOR
THE STATE OF _____

147

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE WESTERN DISTRICT OF TEXAS

3 AUSTIN DIVISION

4 CAMBRIDGE CONSULTING)

5 GROUP, INC.)

6 Plaintiff,)

7) CASE NO.

8) 3:11-CV-00306-0

9 VS.)

10 BANK OF AMERICA, NA,)

11 Defendant.)

12)

13 REPORTER'S CERTIFICATION

14 DEPOSITION OF NATHAN CAMP

15 SEPTEMBER 20, 2011

16 I, JANALYN REEVES, a Certified Shorthand Reporter in

17 and for the State of Texas, do hereby certify to the

18 following:

19 That the witness, NATHAN CAMP, was duly sworn by me

20 and that this transcript of the oral deposition is a

21 true record of the proceedings held and the testimony

22 given by the witness;

23 That the original transcript, along with any exhibits

24 marked therein, was submitted on _____, 2011, to

25 _____ for examination and signature by

the witness;

That pursuant to information given to me at the time

said testimony was taken, the following includes counsel

for all parties of record:

Mr. Kyle Schindler, Attorney for the Plaintiff

(31 minutes)

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1 Defendant (2 hours 57 minutes)

2

3 That \$ _____ is the deposition

4 officer's charges to the Defendant for preparing the

5 original deposition transcript and any copies of

6 exhibits;

7 I further certify that I am neither counsel for,

8 related to, nor employed by any of the parties or

9 attorneys in the action in which this proceeding was

10 taken, and further that I am not financially or

11 otherwise interested in the outcome of the action.

12 I further certify that before the completion of


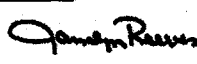
13 the deposition, the Deponent and/or the

14 Plaintiff/Defendant did request to review the

15 transcript.

16 Certified to by me this _____ day of

17 _____, 2011.

18  

19

20

21 JANALYN REEVES, Texas CSR 3631

22 Expiration Date 12/31/2012

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